

U.S. GOVERNMENT PRINTING OFFICE  
Chicago, IL 60601-1055

GENERAL TERMS, CONDITIONS, AND SPECIFICATIONS  
For the Procurement of

## **IRS TRAINING CDs/DVDs**

as requisitioned from the U.S. Government Printing Office (GPO) by the

INTERNAL REVENUE SERVICE  
Bloomington, IL

Single Award

**BID OPENING:** Bids shall be publicly opened at 2 p.m. prevailing Chicago, IL time on **March 30, 2009.**

**BID SUBMISSION:** Facsimile bids are acceptable (see GPO Contract Terms, Pub. 310.2, 06-01. To submit a bid, the contractor must return a signed and completed GPO Bid Form 910 and "Schedule of Prices" included at the end of this specification.

Send bids to U.S. Government Printing Office, Suite 810, 200 N. LaSalle St., Chicago, IL 60601, or **fax bids to 312-886-3163 or 312-886-2057.**

**CONTRACT TERM:** The term of this contract is for Date of award and ending March 31, 2010, plus up to 4 optional 12-month extension period(s) that may be added in accordance with the "Option to Extend the Contract Term" clause in this contract.

**Changes are scattered throughout**

**INFORMATION:** Fax requests for previous abstract or new award information on company letterhead (available approx. 2 weeks after bid opening) to GPO Chicago front desk at (312) 886-3163.

For questions about these specifications call Chuck Szopo (312) 353-3916, ext. 13 (No collect calls). Do not call with requests for specifications.

## SECTION 1 - GENERAL TERMS AND CONDITIONS

**GPO CONTRACT TERMS:** Any contract which results from this Invitation for Bid will be subject to the applicable provisions, clauses, and supplemental specifications of GPO Contract Terms (GPO Pub. 310.2, effective 12/1/87, revised 06-01 available at [www.gpo.gov/bidopps/regions/chicago/index.shtml](http://www.gpo.gov/bidopps/regions/chicago/index.shtml) ) and GPO Contract Terms, Quality Assurance Through Attributes (GPO Pub. 310.1, effective 5/79, revised 8/02).

**DOING BUSINESS WITH THE GPO:** Contractors wishing to do business with the GPO are referred to the GPO web site <http://www.gpo.gov/business/index.html>, where one can register as a GPO contractor using the ‘**GPO Contractor Connection**’ link in accordance with the furnished instructions on this page.

NOTE: Prospective as well as existing GPO contractors are to note that, as of 1/1/08, all contractors seeking to do business with the GPO must first complete and thereafter maintain the accuracy of its GPO Contractor Connection registration with the following mandatory taxpayer information boxes: “EIN/TIN #” Employer Identification Number of Taxpayer Identification Number): “Subject to Backup Withholding” (See Form W-9). The GPO will withhold payment of any invoices for work completed by any contractor who fails to provide this tax data in GPO Contractor Connection. Such invoices will be declared ineligible for payment until all requirements for payment, including providing this tax data in GPO Contractor Connection, have been satisfied.

**SUBCONTRACTING:** The predominant production functions are the media conversions and productions of CD’s and DVD’s. These may be CD-ROM’s or CD-R’s at the contractor’s option, however, contractor may not mix types of production within an order. These functions may not be subcontracted, except under certain emergency situations. See “BACKUP SYSTEMS” later in these specifications.

**PREAWARD SURVEY:** In order to determine the responsibility of the prime contractor or any subcontractor, the Government reserves the right to conduct a preaward survey or to require other evidence of technical, production, managerial, financial, and similar abilities to perform, prior to the award of a contract.

**CD-ROM or DVD DUPLICATION/REPLICATION.** Several firms claim patent rights, which may be applicable to CD or DVD replication. For example, see <http://www.licensing.philips.com>. U.S. Philips Corporation and Sony Corporation claim to hold patents for certain technologies essential to the manufacture and replication of CD-ROMs and DVDs and assert it is impossible to manufacture or replicate a CD-ROM or DVD without infringing these patents. The patent claims cover, among other things, both the physical structure of and the manner in which data is encoded on a CD-ROM or DVD. Other firms, including Discovision Associates, Irvine, CA, also claim similar patent rights.

**PRODUCTION FUNCTION OF CD AND DVD DUPLICATION/REPLICATION:** The production functions of CD-R/DVD-R duplication/replication may not be subcontracted.

Each bidder’s attention is invited to the patent indemnification provisions of GPO Contract Terms (Pub. 310.2 (Rev. 6-01)) since the duplication/replication successful bidder will be responsible for compliance with all applicable patents, including any for CD-ROM’s and/or CD-R’s, as applicable.

By submission of a bid, the bidders certify that they hold a license under all patents applicable to their duplication/replication of CD-ROM’s and/or CD-R’s, as applicable.

It is not clear whether these patents are applicable to the production of CD-R's. However, if applicable, the above applies and the Government shall be held harmless for any patent infringements as indicated in the above cited patent indemnification clauses.

**OPTION TO EXTEND THE CONTRACT TERM:** The Government has the option to extend the term of this contract for a period of 12 months by written notice to the contractor not later than 30 days before the contract expires. If the Government exercises this option, the extended contract shall be considered to include this clause, except, the total duration of the contract may not exceed 5 years as a result of, and including, any extension(s) added under this clause. Further extension may be negotiated under the "Extension of Contract Term" clause. See also "Economic Price Adjustment" for periodic pricing revision.

**EXTENSION OF CONTRACT TERM:** At the request of the Government, the term of any contract resulting from this solicitation may be extended for such period of time as may be mutually agreeable to the GPO and the contractor.

**ECONOMIC PRICE ADJUSTMENT:** The prices set forth in this contract shall be adjusted in accordance with the provisions of this clause, provided that, in no event will prices be revised to exceed the maximum permissible under any law existing as of the date of the contract or as may be hereafter promulgated.

Price adjustment period: For the purpose of this clause, the program years shall comply with the Contract Term clause. There shall be no price adjustment for orders placed during the first program year of this contract.

Price adjustment: The prices shall be adjusted on the basis of the "Consumer Price Index For All Urban Consumers - Commodities Less Food, Seasonally Adjusted," published monthly in the CPI Detailed Report by the Department of Labor, Bureau of Labor Statistics, in the following manner:

- (1) The contract price of orders placed during the adjusted period (excluding reimbursable postage or transportation costs) shall be adjusted by the percentage increase or decrease in the average, seasonally adjusted Consumer Price Index For All Urban Consumers - Commodities Less Food (seasonally adjusted) as follows: An index shall be calculated by averaging the 12 seasonally adjusted months ending 3 months prior to the expiration of the first period of the contract. This average is then compared with the average index for the 12-month period ending 3 months prior to the beginning of the contract, called the base index. The percentage increase or decrease by comparing these two indexes shall be applied to the contractor's invoices for orders placed during the price adjustment period.
- (2) The Government will notify the contractor in writing of the percentage increase or decrease to be applied to any invoices to be submitted for orders subject to price adjustment in accordance with this clause. Such percentage will be determined from the published index as set forth above. The contractor shall apply the percentage increase or decrease against the total price of the invoice less reimbursable postage or transportation costs. Any applicable discounts will be calculated on the basis of the invoice price as adjusted.

If the Government exercises an option, the extended contract shall be considered to include this economic price adjustment clause.

**BACKUP SYSTEMS:** Due to the extreme urgency of the requirements of this contract, the contractor must have adequate backup systems for all production and distribution requirements. Backup systems must include equipment above and beyond that required for performance of the contract and must include, but not be limited to, a redundancy of equipment at the contractor's production facility or accessibility to such equipment that can be utilized to perform the specified requirements in the event of a systems failure. The contractor must demonstrate that even in the event of a primary equipment failure, alternate capabilities exist that will allow contract performance to continue.

All backup systems must be either under the direct control of the contractor with immediate accessibility, or the contractor must have written agreements that they have access to systems owned by others for the specific purpose of producing emergency work under this contract. Additionally, the contractor must have access to backup systems for pickup/delivery requirements of the contract.

In the event that backup systems for predominant production function requirements are owned and operated by a subcontractor, these can only be used in emergency situations and only when approved by a Government Printing Office Contracting Officer.

The requirement for backup systems is not a substitute for the contractor having the full production capacity to produce the requirements of this contract nor does it negate the contractor's responsibility to have access to full and rapid maintenance and repair of hardware and software. These items will be considered as part of the preaward survey process.

**SAFEGUARD AND RETURN OF DATA:** The contractor shall not release any technical or other data received from the Government under this contract to any non-Government party without prior authorization from the contracting officer, nor shall the contractor or any successors in interest use the data for any purpose other than that for which it was provided to the contractor under the terms of the contract. The contractor shall refer questions regarding the proprietary nature of the data to the contracting officer. Following completion of the contract, the contractor must return all data furnished under this contract to the Government.

**PRIVACY ACT NOTIFICATION (APR 1984):** The Contractor will be required to design, develop, or operate a system of records on individuals, to accomplish an agency function subject to the Privacy Act of 1974, Public Law 93-579, December 31, 1974 (5 U.S.C. 552a) and applicable agency regulations. Violation of the Act may involve the imposition of criminal penalties.

**PRIVACY ACT (APR 1984)**

(a) The Contractor agrees to--

(1) Comply with the Privacy Act of 1974 (the Act) and the agency rules and regulations issued under the Act in the design, development, or operation of any system of records on individuals to accomplish an agency function when the contract specifically identifies--

- (i) The systems of records; and
- (ii) The design, development, or operation work that the contractor is to perform;

(2) Include the Privacy Act notification contained in this contract in every solicitation and resulting subcontract and in every subcontract awarded without a solicitation, when the

work statement in the proposed subcontract requires the redesign, development, or operation of a system of records on individuals that is subject to the Act; and

(3) Include this clause, including this subparagraph (3), in all subcontracts awarded under this contract which requires the design, development, or operation of such a system of records.

(b) In the event of violations of the Act, a civil action may be brought against the agency involved when the violation concerns the design, development, or operation of a system of records on individuals to accomplish an agency function, and criminal penalties may be imposed upon the officers or employees of the agency when the violation concerns the operation of a system of records on individuals to accomplish an agency function. For purposes of the Act, when the contract is for the operation of a system of records on individuals to accomplish an agency function, the Contractor is considered to be an employee of the agency.

(c)(1) "Operation of a system of records," as used in this clause, means performance of any of the activities associated with maintaining the system of records, including the collection, use, and dissemination of records.

(2) "Record," as used in this clause, means any item, collection, or grouping of information about an individual that is maintained by an agency, including, but not limited to, education, financial transactions, medical history, and criminal or employment history and that contains the person's name, or the identifying number, symbol, or other identifying particular assigned to the individual, such as a fingerprint or voiceprint or a photograph.

(3) "System of records on individuals," as used in this clause, means a group of any records under the control of any agency from which information is retrieved by the name of the individual or by some identifying number, symbol, or other identifying particular assigned to the individual.

**PERFORMANCE RECORDS:** Notification of Performance forms will be furnished to the awarded contractor. Information such as the GPO program and print-order numbers and dates mailed/delivered must be filled in by the contractor and sent along with copies of all delivery receipts and post office mailing receipts via telefacsimile to the GPO, (312-886-3163), attn: Chicago GPO front desk, on the day mailing and delivery was completed.

**ASSIGNMENT OF JACKETS, PURCHASE AND PRINT ORDERS:** A GPO jacket number will be assigned and a purchase order issued to the contractor to cover work performed. The purchase order will be supplemented by one or more "Print Orders" each month for all work placed with the contractor, for that month. See "Print Orders

**ORDERING:** Items to be furnished under the contract shall be ordered by the issuance of print orders by the Government. Orders may be issued under the contract from Date of award through March 31, 2010 plus for such additional period(s) as the contract is extended. All print orders issued hereunder are subject to the terms and conditions of the contract. The contract shall control in the event of conflict with any print order. A print order shall be "issued" for purposes of the contract, when it is either deposited in the U.S. Postal Service mail or otherwise furnished to the contractor in conformance with the schedule.

**REQUIREMENTS:** This is a requirements contract for the items and for the period specified herein. Shipment/delivery of items or performance of work shall be made only as authorized by orders issued in accordance with the clause entitled "Ordering". The quantities of items specified herein are estimates

only, and are not purchased hereby. Except as may be otherwise provided in this contract, if the Government's requirements for the items set forth herein do not result in orders in the amounts or quantities described as "estimated", it shall not constitute the basis for an equitable price adjustment under this contract. Except as otherwise provided in this contract, the Government shall order from the contractor all the items set forth which are required to be purchased by the Government activity identified on page 1.

The Government shall not be required to purchase from the contractor, requirements in excess of the limit on total orders under this contract.

Orders issued during the effective period of this contract and not completed within that time shall be completed by the contractor within the time specified in the order, and the rights and obligations of the contractor and the Government respecting those orders shall be governed by the terms of this contract to the same extent as if completed during the effective period of this contract.

If shipment/delivery of any quantity of an item covered by the contract is required by reason of urgency prior to the earliest date that shipment/ delivery may be specified under this contract, and if the contractor will not accept an order providing for the accelerated shipment/delivery, the Government may procure this requirement from another source.

The Government may issue orders which provide for shipment/delivery to or performance at multiple destinations.

Subject to any limitations elsewhere in this contract, the contractor shall furnish to the Government all items set forth herein which are called for by print orders issued in accordance with the "Ordering" clause of this contract.

**OPTIONS:** Whenever an option is indicated in the specifications, it is the Government's option, not the contractor's, unless it is specifically stated otherwise.

**PAYMENT:** Submit all billings to: Comptroller, Stop FMCE, Financial Management Services, U.S. Government Printing Office, Washington, D.C. 20401.

## SECTION 2 - SPECIFICATIONS

**SCOPE:** These specifications cover the production of training materials in both CD and DVD format, single sided, including such operations as copy pickup or receipt of electronic file transmission, duplication/replication from government furnished copy and/or electronic media, and printing in single or multicolor, labeling, packing, and distribution.

**TITLE:** IRS Training CDs/DVDs

**FREQUENCY OF ORDERS:** Approximate 50 (approx. 96% CD's & 4% DVD's) print orders per year. There could be as many as 10 orders placed in any 5 workday period. Contractor will be required to produce as many as 1,900 disks in any one 5-day period.

**QUANTITY:** Approximately 20 to 200 copies per order. Occasionally, an order may exceed the quantity indicated up to 1,500 copies. Orders under 20 copies or above 1,500 will be placed with the agreement of the contractor.

### GOVERNMENT TO FURNISH:

- Print Order (GPO Form 2511), laser copy of artwork
- One master CD or DVD for duplication/replication.
- Artwork files for printing onto CD/DVD. Provided in Word and/or PDF. Submitted in electronic format or via electronic transmission (e-mail, FTP, etc.).
- Distribution list, in hard copy or in PDF.
- File for **special IRS carton label**. Provided in PDF. Submitted in electronic format or electronic transmission.

### Print Order (GPO Form 2511):

At the Government's option, this may be furnished as a hard copy, as a faxed copy, or sent via e-mail. It is anticipated that sometime during the contract term, the IRS will implement a system in which the print order will be generated electronically and sent via e-mail to the contractor. Contractor must be able to accept via e-mail.

See "DISTRIBUTION" later in these specifications regarding Government Bills of Lading.

The following material will be furnished for use in distribution:

- Distribution list. Distribution List (Form 2040) or other distribution list will be furnished when needed. Will contain the names, addresses, and quantity per address. At the Government's option, this may be furnished as a hard copy, as a faxed copy, or sent via e-mail. If sent via e-mail, the file may contain interactive "buttons". If it does the Contractor will be required to input distribution information and transmit it to the IRS for processing.
- PDF file for IRS Package/Carton Labels (IRS Form 6153) with each order. This file is partially completed (customized for the individual print order). The contractor will be required to input the remaining information into the PDF file and print out the completed label. Any manual changes made after it has been printed out may negate the bar codes generated with the data and require correction by the contractor. If multiple print orders are received at the same time the contractor must take care to use the correct label for the correct product. The labels must be reproduced by the contractor on white or yellow stock, as specified on the individual print order.

Some orders will require white, others yellow. If not specifically noted, the default will be white. Sometimes, more than one label may be furnished and the contractor must take care to use the correct label for the correct destination.

- Training Materials Label (IRS Form 6310). Labels are 8 x 4-1/4". Every shipping carton must contain one label on one side (not end, not top). The IRS will provide the labels either at the beginning of the contract or with each order. If the labels are provided "in bulk" it will be the contractor's responsibility to inform the IRS when supplies are running low. This label does not require any completion by the contractor. These labels are plain paper (no adhesive).
- Recipient list for e-mail shipping notification. This list will be furnished to the contractor at the beginning of the contract. Currently there are approximately 5 recipients for e-mail notification. The quantity or addresses may change during the term of the contract. Contractor will be required to up-date their database as changes are made. Contractor must notify the entire list of e-mail recipients on the same day that shipping is made. The IRS will provide the contractor with a general guide as to the type of information required to be sent such as product title, product number, and number of cartons. Notification must be sent on every print order unless specified otherwise.

GPO "VERIFICATION OF DELIVERY" form. Contractor MUST complete this form and fax to GPO Chicago, Attn: Rudy Fernandez WITHIN 24 HOURS OF DELIVERY. Failure to follow this procedure may result in delayed payment after invoicing.

**CONTRACTOR TO FURNISH:** All materials and operations, other than those listed under Government to Furnish, necessary to produce the product(s) in accordance with these specifications.

**LIABILITY FOR GOVERNMENT PROPERTY:** The contractor will be responsible for replacing lost or damaged Government property, whether in the process of operations or in transit.

**ELECTRONIC PRE-PRESS:** Download Government furnished artwork files, converting RGB to PMS color. Do not use text/artwork printed on master CD/DVD. Colors in the PDF graphic file for the CD are approximate, use specified PMS colors on print orders for printing.

Prior to image processing, the contractor is responsible for performing a basic check (preflight) of the furnished published files to assure accurate output of the required reproduction image. Any error, differences between visual guide and electronic files, media damage or data corruption that might interfere with proper file imaging must be report to GPO. Contractor must notify the Government as soon as necessary in order to comply with the shipping schedule.

In addition, the contractor is responsible for creating or altering any necessary trapping, setting proper screen angles and screen frequency, and defining file output selection for the imaging device being utilized. All furnished files must be imaged as necessary to meet the assigned quality level.

If the contractor is required to make revisions, the contractor shall, prior to making revisions, copy the files and make all changes to the copy. No revisions are to be made to the furnished files.

Special Software Consideration: Office Graphics files (e.g., files from Word Processing or other non-publishing applications) are furnished for this contract. Additional system work may be required to produce acceptable output as per specifications.



If supplied by the Government, a black and white visual will be used as the standard for page integrity. Contractor must ensure that the job outputs exactly as the furnished visual.

The contractor will not receive additional compensation, or time for common errors associated with the output of Office Graphics files. Common error include, but are not limited to: 1) color issues and shifts (RGB color data, no spot colors, loss of Black plate), 2) page integrity (text reflow), 3) missing prepress features (e.g., bleeds, trim marks), or 4) loss of text characters from graphic elements.

**PRINTING:** Printing may include screen print flood coats (in white, or single other color), overprint in black and one color. CD/DVDs will not print in more than 3 colors. Contractor must create mask for “donut” if required for printing. Some CD/DVD will require only black, or a color, without any flood coats. All CD/DVD overprinting will be on the non-reflective side. Separately applied printed labels are not acceptable. Ink must not have a degenerative effect on the CD/DVD.

**PRODUCTION:** CD/DVD Duplication/Replication and Overprinting.

Contractor must duplicate/replicate from Government furnished master onto standard 12cm (approximately 4.72”), with a spiral track, made of polycarbonate substrate with a thin, highly reflective metal layer sealed with a protective lacquer in conformance with the ISO 10149 CD-ROM Standard. Also all delivered CD/DVD disks duplicates/replicates must meet or exceed the error-detection and correction specifications as defined by ISO Standard 10149. All delivered CD/DVD duplicates/replicates must be free of EEC errors.

All CD/DVD must be duplicated/replicated in the ISO 9660 format. This implies that any CD/DVD discs produced by the contractor must be completely compatible with the Microsoft DVD extensions and other operating systems such as Unix, Apple and MS-DOS.

## **QUALITY ASSURANCE LEVELS AND STANDARDS:**

**DVD's:** 4.7 GB capacity – Single sided, single-layer

**CD's:**

Note: some of the references may not be applicable to the recordables (CD-R's).

Data Capacity: The contractor must provide discs containing a minimum of up to 74 minutes and 40 seconds of user data, (i.e., 688,128,000 bytes of data in mode 1). Discs may be 700 mb, 80 minute at the contractor's option.

Discs produced under this contract shall be 120 mm CD-ROMs as governed by International Standard IEC 908 and Amendment, ISO 10149, and ISO 9660. All sectors containing user data shall have their Sector Mode Byte set to (01)H, and the sector content and layout shall be structured accordingly. Furthermore, discs must comply with the following requirements:

Metallizing: The reflective layer shall be completely sealed with lacquer on both the inner and outer edges of the disc. (Not applicable to CD-R's.)

Local Defects: The maximum allowable diameter of black spots, with or without increased birefringence, is 100 micrometers.

Modulation Amplitude: The relationship between I3 and Itop shall be:

$$0.35 \leq I_3/I_{top} \leq 0.07$$

The relationship between  $I_{11}$  and  $I_{top}$  shall be:

$$I_{11}/I_{top} \geq 0.65$$

Signal Asymmetry: The symmetry of the HF signals relative to the decision level  $I_D$  shall be:

- 1) greater than or equal to -5% and
- 2) less than or equal to +15%.

BLER: Block Error Rate (BLER) may not exceed 80 when averaged over any 1 second interval; BLER may not exceed 25 when averaged over the entire User Data Area.

E22 Errors: E22 errors arising from the mastering and electroforming stages of manufacturing, i.e., present on the stamper, shall not be permitted. An E22 error shall be considered to be on the stamper if discs produced from the same stamper contain E22 errors in the same time location (minute:second). Discs may contain E22 errors arising from the replication stage of manufacturing, but the number of affected discs shall not exceed 1.0 percent of the total quantity, and no disc shall contain more than 3 E22 errors.

Jitter, Effect Length Deviation: In accordance with Compact Disc System specifications for jitter and effect length deviation, the following requirements shall apply:

1. For each run length of land and pit (3T, ..., 11T), jitter shall be less than 35ns.
2. Effect Length Deviation shall not exceed the following:

Pit/Land	Maximum	Nominal Length	Nominal Length
Length	Deviation (+/-)	Pit	Land
3T	40.0ns	660ns	675ns
4T	42.5ns	910ns	925ns
5T	45.0ns	1165ns	1165ns
6T	47.5ns	1400ns	1400ns
7T	50.0ns	1635ns	1635ns
8T	52.5ns	1875ns	1875ns
9T	55.0ns	2110ns	2110ns
10T	57.5ns	2340ns	2335ns
1T	60.0ns	2570ns	2560ns

All other Compact Disc System mandated requirements for jitter and effect length deviation shall apply.

Printing CD/DVD: All printing on the disc shall comply with the requirements set forth in International Standards IEC 908 and Amendments, and ISO 10149. Inks used for printing on the face of the CD shall not damage the lacquer layer.

Storage Tests: Annex F of International ISO 10149 shall be treated as normative to the standard. Discs subjected to testing in accordance with Annex F Shall remain in compliance with these specifications.

Quality Control Procedures: Each delivered duplicate/replicate must meet or exceed the requirements of

these specifications. In addition to the contractor's existing quality control procedures, the following must be performed:

Data Integrity: For each stamper used, the contractor shall:

1. Verify the integrity of all user data against the original Government furnished media;
2. Verify the integrity of EDC/ECC error detection and error correction coding for each sector of the User Data Area;
3. Verify the integrity and consistency of the Table of Contents and the subcode data; and
4. Verify the absence of E22 errors.

Verification of 1, 2, and 3 may be performed on a duplicate/replicate. Duplicates/replicates not meeting these specifications must be reproduced and redelivered at the contractor's expense and the contractor shall be considered late.

Disc Testing: The contractor will be required to test CD/DVD duplicates/replicates for compliance (as stated below) to the specifications of this contract. The contractor is responsible for ensuring compatibility of their test results with those of the Philips CD & Laserdisc System Evaluation Laboratory. The contractor is responsible for indicating the polarity of this measurement of asymmetry relative to that of the referenced International Standards. The following test results shall be reported:

1. Exact diametric locations of the following parts of the spiral data track:
  - a. Starting diameter of the lead in zone.
  - b. Starting diameter of the user data zone.
  - c. Starting diameter of the lead out zone.
2. Eccentricity.
3. Average track pitch.
4. Average scanning velocity.
5. Push/pull.
6. Crosstalk.
7. High frequency and tracking signal properties. These must be read continuously along the spiral track. Minimum, maximum, and average values must be reported minima and maxima must be identified by A-time.
  - a. Itop or reflectivity.
  - b. Symmetry of I11 relative to Id.
  - c. I3 normalized by reflectivity.
  - d. I11 normalized by reflectivity.
  - e. Radial noise.

8. Digital errors. The following errors and error rates must be measured continuously along the spiral track. Where applicable, minimum, maximum, and average values must be reported. Minima and maxima must be identified by A-time.
  - a. One second moving averages for block error rate.
  - b. One second counts of E22 errors.
  - c. Burst error length.
  - d. Errors in the table of contents.
  - e. Errors in the subcode data.
9. Total playing time.
10. Birefringence.
11. Jitter and effect length deviation.

The following test results may be reported, at the option of the contractor:

1. Maximum vertical deviation from the clamping plane.
2. Maximum angular light beam deflection from the clamping plane.

Product Testing: When specifically ordered on the print order, the contractor will be required to submit test results for at least one CD replicate from each stamper (if stamper used) as described below. The contractor is responsible for ensuring comparability of the test results with those of Philips Consumer Electronics CD & Laserdisc System Evaluation Laboratory.

Printing and Packaging: The following levels and standards shall apply to the printing on the CD's and DVD's. Does not apply to data.

Product Quality Levels:

- (a) Printing (page related) Attributes -- Level III
- (b) Finishing (item related) Attributes -- Level III.
- (c) Exceptions: Finishing Attributes do NOT apply to discs.

Inspection Levels (from ANSI/ASQC Z1.4):

- (a) Non-destructive Tests - General Inspection Level I.
- (b) Destructive Tests - Special Inspection Level S-2.

Specified Standards: The specified standards for the attributes requiring them shall be:

**ATTRIBUTE**

**SPECIFIED STANDARD**

P-7. Type Quality and Uniformity

Average type dimension

**PACKING:** Individual units and sets are to be packaged in various enclosures. Examples include but are not limited to:

- jewel cases – slim (approximately 3/16” thick), clear (no color/tint)
- plastic sleeves
- self mailers – double sleeves (no printing)
- padded envelopes

For Bloomington, IL orders CDs/DVDs should be boxed in lots of 50 and then placed in shipping cartons. Pack in standard shipping containers not to exceed 30 lbs. Use only new corrugated or solid fiberboard containers with a minimum bursting strength of 275psi.

Do Not mix print orders in cartons or on pallets. Each form of packing whether envelope, padded bag, container, or pallet must be for the individual print order. Contractor may have more than one print order with the same destination(s). These are to be kept separate; they are NOT to be combined.

**LABELING AND MARKING: Special IRS carton labels** will be provided in PDF format. The contractor will electronically input the data necessary and print as needed. Affix one carton label on one end of each carton label.

As an exception to GPO Contract Terms (GPO Pub. 310.2), the Government may chose to correct improper, partial, or incorrect labeling, and charge all costs to the contractor. No additional charges will be allowed for the labeling and marking requirements. The IRS Form 6153 Package/Carton Label is used in lieu of the GPO Form 905 Label.

No additional charges will be allowed for labeling. The packing charges must include the costs of these operations.

IRS Package/Carton Labels (IRS Form 6153). Electronic file for IRS Package/Carton Labels (IRS Form 6153) with each order. This file is partially completed (customized for the individual print order). The contractor will be required to input the remaining information into the PDF file and print out the completed label. Any manual changes made after it has been printed out may negate the bar codes generated with the data. The labels must be reproduced by the contractor on white or yellow stock, as specified on the individual print order. Some orders will require white, others yellow. If not specifically noted, the default will be white. Sometimes, more than one label may be furnished and the contractor must take care to use the correct label for the correct destination.

IRS Training Materials Labels (IRS Form 6310) are required for each order. These are to identify the materials therein as training materials. Contractor is NOT required to make any entries on these labels. Cartons must contain one label, 8 x 4-1/4”, on one long side, and envelopes must contain one label each, affixed to the back.

**PALLETIZING:**

Quantities per destination of a single publication, that weighs 750 lbs. or more, must be palletized. Do NOT mix different publications on a pallet. All containers on a pallet must be the same publication. Do not mix different publications to get a full pallet. Do not have more than one partial pallet of the same publications title in a shipment.

The IRS has specific pallet requirements that must be followed.

Cartons must be securely fastened to the pallet to prevent movement but permit removal without damage to the cartons. Pallets shall contain 54 cartons and be stacked, 9 cartons to a layer, 6 layers high, in reverse layer pattern, with maximum height including pallet of 60".

Except for size, pallets for IRS must conform with Federal Specifications NN-P-71C, and any amendments thereto as follows: Type III, Group 2 or 3, four way (partial) flush pallet, size L48" x W40", with a single center stringer. Full entry must be on the 40" width. Do NOT use metal strapping or pallet caps for securing material.

This is the only type pallet that will be accepted by IRS. Incorrect pallets must be corrected. As an exception to GPO Contract Terms (GPO Pub. 310.2), the Government may chose to correct packaging and palletizing deficiencies and charge all costs to the contractor.

**DISTRIBUTION** - f.o.b. contractor's city: Shipping to various destinations throughout the United States. Most orders will have a bulk shipment to Bloomington, IL. Generally each order will have multiple destinations. For most orders, the destinations range from 2 to 5. Occasionally additional destinations may be required. It is unusual for the total number of destinations to exceed 20.

The contractor will be required to pickup up the print order and other media or hard copy, at contractor's expense from:

IRS/National Distribution Center  
1201 N. Mitsubishi Motorway  
Bloomington, IL 61705-6613

All Government furnished material must be returned at the contractor's expense to the above address or any other Continental United States address stipulated on the print order. Any returned Government Furnished Material must be packaged separately from any other material returned to the IRS and must be clearly labeled. Do not include this material in any other packages, and do not include any other material in that package (this also applies to not including a sample copy with the return material unless the agency requests it). Do not package return materials for different publications in the same package. Returned materials for each different publication must be packaged separately and clearly labeled as to the contents.

Shipments Up to 750 lbs. per Destination per Print Order. Shipments that are up to 750 lbs. per individual destinations on a print order are to be shipped via the Government's designated small package carrier. Contractor must use the small package carrier designated by the Government. The designated carrier may change during the term of the contract. The Government will provide the contractor with the account number to be used. Contractor **MUST** use this account number for these shipments. This account number can only be used for IRS designated shipments under this contract. The account number cannot be used for private use. It cannot be used for any other contracts unless those are IRS contracts where its use is specifically authorized.

Occasionally, the contractor will be required to use an expedited delivery service, such as an overnight service for a portion or all of a print order. This is not covered under the IRS shipping account. For destinations specifically designated on the print order, contractor is to ship reimbursable using the service designated on the print order (e.g., overnight delivery by 10:30 a.m., two day, etc.). Contractor must send at their expense and they will be reimbursed for the actual shipping charges. Contractor will be required to submit a copy of the carrier's billing

with their invoice for reimbursement. Do NOT send orders using other than the IRS account number unless the expedited service is specially authorized on the print order.

**NOTE: Contractor is not to combine shipments from one print order with another, even if going to the same destination(s). All print orders must be considered individually.** This applies to all shipments – whether sent via small package carrier or via Government Bill of Lading. The IRS will be establishing an internal automated system that should be in effect at some point in this contract. This system will generate documents (such as print orders, distribution lists, and GBL's) on a per print order basis.

**E-MAIL NOTICES:**

Contractor will be required to e-mail a shipping notification to a list of approximately 5 addresses which must be sent the day material leaves the contractor's plant. This applies to all orders unless otherwise instructed. Although the same basic list is used for all orders, additions, deletions, and changes will be made during the term of the contract. Contractor will be required to update and maintain this list. During the course of the contract, the IRS may issue an automated system that will impact the e-mail notices. This system will allow an auto reply to all recipients on the distribution list. It is anticipated that the auto reply will be an addition to the regular e-mail notification but it is possible that it could replace some of the e-mail notifications on the maintained list. No additional charges will be allowed for this requirement.

**RETURN OF FURNISHED MATERIALS:** Return all furnished material to the IRS/National Distribution Center, 1201 N. Mitsubishi Motorway, Bloomington, IL 61705-6613. Furnished material must be returned with the delivered item (packaged separately).

All expenses incidental to returning materials must be borne by the contractor.

**RECEIPT FOR DELIVERY:** Contractor must furnish their own receipts for delivery. These receipts must include the GPO jacket, program, and print order numbers; total quantity delivered; number of cartons; quantity per carton; date delivery made; and signature of the Government agent accepting delivery. The original copy of this receipt must accompany the contractor's invoice for payment.

**INSPECTIONS:** The Government reserves the right to visit the contractor's and subcontractor's (if any) plants at any time during the term of the contract to observe production or examine records applicable to this contract.

**SCHEDULE:**

Adherence to this schedule must be maintained. Contractor must not start production of any job prior to receipt of the individual print order (GPO Form 2511).

No definite dates can be predetermined for placement of orders. Contractor will be notified by telephone when furnished material is available for pickup or that data is being transmitted.

All pickups and deliveries must be made Monday through Friday, exclusive of Federal Holidays, before 3:30 pm local prevailing time.

The following **shipping** schedule begins the workday after notification of availability of furnished material for pickup or notice of transmission to FTP site.

Specific scheduling requirements will be established at the time an order is placed. It is anticipated that the placement of orders during the term of the contract will approximate the following.

<u>Workdays</u>	<u>% of Orders</u>
5	10%
6-9	75%
10	15%

No additional charges are allowed due to the required schedule.

Multiple orders may be placed for the same schedule at the same time. It is anticipated that this will be the norm. Contractor must be able to produce as many as 10 print orders totaling 200-1,900 disks within a 5 workday period.

Unscheduled material such as shipping documents, receipts or instructions, delivery lists, labels, etc., will be furnished with each order or shortly thereafter. In the event such information is not received in due time, the contractor will not be relieved of any responsibility in meeting the shipping schedule because of failure to request such information.



### **SECTION 3 - DETERMINATION OF AWARD**

The Government will determine the lowest bid by applying the prices offered in the "Schedule of Prices" to the following units of production which are the estimated average requirements for one year's orders under this contract. These units do not constitute, nor are they to be construed as, a guarantee of the volume of work which may be ordered under this contract for a like period of time.

Note for the purpose of contract evaluation the one-time conversion costs will be included in the determination of the lowest bid.

The following item designations correspond to those listed in the "Schedule of Prices".

	<u>(a)</u>	<u>(b)</u>
I. (1)	24	8
(2)	9	5
(3)	2	X
(4)	2	X
(5)	42	
(6)	2	
(7)	2	
(8)	2	

## SECTION 4 - SCHEDULE OF PRICES

**Bidder must make an entry in each of the spaces provided.** Bids offered are f.o.b. contractor's city for copies mailing reimbursable. Bids submitted with any obliteration, revision, or alteration of the order and manner of submitting bids, may be declared nonresponsive.

An entry of NC (No Charge) shall be entered if bidder intends to furnish individual items at no charge to the Government.

Bids submitted with NB (No Bid) or blank spaces for an item may be declared nonresponsive.

The Contracting Officer reserves the right to reject any offer that contains prices for individual items of production (whether or not such items are included in the Determination of Award) that are inconsistent or unrealistic in regard to other prices in the same offer or to GPO prices for the same operation if such action would be in the best interest of the Government.

All billings submitted to the GPO shall be based on the most economical method of production.

The contractor is cautioned not to perform any operation(s) or produce any product(s) for which a price has not been offered under the contract. Further, the contractor is not to accept print orders which are outside the scope of the contract. Any changes made to the print order MUST be confirmed in writing by the Contracting Officer, Chicago GPO. If such orders are placed by the agency, and no Modification is received from the Chicago GPO, the contractor is to notify GPO Chicago immediately. Failure to do so may result in nonpayment.

**I. COMPLETE PRODUCT PRICES:** Prices must include all materials and operations necessary to produce and ship CD's/DVD's in accordance with these specifications.

	<b><u>Quantities up to 499 (a)</u></b>	<b><u>Quantities 500 and over (b)</u></b>
(1) CDs in one color....per 100 CDs.....	\$_____	\$_____
(2) CDs in 3 colors.....per 100 CDs.....	\$_____	\$_____
(3) DVDs in one color..per 100 DVDs.....	\$_____	XXXXXXXXXX
(4) DVDs in 3 colors....per 100 DVDs.....	\$_____	XXXXXXXXXX
(5) Slim jewel cases.....per 100.....	\$_____	
(6) Plastic sleeves.....per 100.....	\$_____	
(7) Self mailers – double sleeves.....per 100.....	\$_____	
(8) Padded envelopes.....per 100.....	\$_____	

(COMPLETE AND SUBMIT THIS PAGE WITH YOUR BID)

\_\_\_\_\_ (Initials)

**BIDDERS NOTE:** Indicate below how you intend to meet the required schedule of these specifications including the post office that you will use for mailing.

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**BIDDER'S NAME AND SIGNATURE:** Fill out and return all pages in "Section 4 - Schedule of Prices," initialing or signing each in the space provided attached to a completed and signed GPO Form 910, "Bid." Do not enter bid prices on GPO Form 910.

**Bids should be faxed to 312-886-3163 or submitted in a sealed envelope identified on the outside with the Program number and bid opening date and time. For this solicitation, submit bids to: U.S. Government Printing Office, Chicago Regional Printing Procurement Office, 200 N. LaSalle St., Suite 810, Chicago, IL 60601-1055.**

**BIDS MUST BE SUBMITTED TO ARRIVE AT THE ABOVE SPECIFIED OFFICE NOT LATER THAN THE EXACT DATE AND TIME SET FOR OPENING OF BIDS.**

Bidder \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

By \_\_\_\_\_

(Signature and title of person authorized to sign this bid) (Date)

\_\_\_\_\_  
(Person to be contacted)

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

GPO Contractor's Code No. \_\_\_\_\_

(If known)

**(COMPLETE AND SUBMIT THIS PAGE WITH YOUR BID)**

GPO Form 910  
(R 8-01) P.57021-4  
Part 1  
ORIGINAL

U.S. GOVERNMENT PRINTING OFFICE  
Printing Procurement Department

**BID**

All bids are subject to GPO Publication 310.2, Contract Terms (Rev. 6-01) which is incorporated by reference, and the representations and certifications on the reverse of part one of this GPO Form 910.

Shipment(s) will be made from: City \_\_\_\_\_, State \_\_\_\_\_

(The city(ies) indicated above will be used for evaluation of transportation charges when shipment f.o.b. contractor's city is specified. If no shipping point is indicated above, it will be deemed that the bidder has selected the city and state shown below in the address block and the bid will be evaluated and the contract awarded on that basis. If shipment is not made from evaluation point, contractor will be responsible for any additional shipping costs incurred.)

PROGRAM NO. \_\_\_\_\_ (BIDDER TO ATTACH SCHEDULE OF PRICES TO THIS BID FORM)

or

JACKET NO. \_\_\_\_\_

BID \_\_\_\_\_

Additional \_\_\_\_\_ Rate \_\_\_\_\_

Discounts are offered for prompt payment as follows: \_\_\_\_\_ percent, \_\_\_\_\_ calendar days.  
See Provision 12 "Discounts" in GPO Contract Terms (Pub. 310.2).

Bidder hereby acknowledges amendment(s) number(ed) \_\_\_\_\_

In compliance with the above, the undersigned agrees, if this bid is accepted within \_\_\_\_\_ calendar days (60 calendar days unless a different period is inserted by the bidder) from the date for receipt of bids, to furnish the specified items at the price set opposite each item, delivered at the designated point(s), in exact accordance with specifications.

Notice: Failure to provide a 60 day bid acceptance period may result in expiration of your bid prior to award.

**COMPANY SUBMITTING BID**

**PERSON AUTHORIZED TO BID**

Company \_\_\_\_\_ Name \_\_\_\_\_

Address \_\_\_\_\_ Title \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ Signature \_\_\_\_\_

GPO Contractor Code (if known) \_\_\_\_\_ Date \_\_\_\_\_

Telephone Number \_\_\_\_\_ Facsimile Number \_\_\_\_\_

Contracting Officer Review \_\_\_\_\_ Date \_\_\_\_\_ Certifier \_\_\_\_\_ Date \_\_\_\_\_  
(Initials) (Initials)

## Representations and Certifications

Exception to the certifications may render your bid nonresponsive. Submission of your bid without statement of exception shall constitute certification of the six items.

### REPRESENTATIONS.

**R-1. Small business.** By submission of a bid, the bidder represents that the bidder is a small business concern, unless the bid contains an affirmative representation that the bidder is not a small business concern.

**R-2. Small Disadvantaged Business Concern.** By submission of a bid, the bidder represents that the bidder is not a small disadvantaged business concern, unless the bid itself contains an affirmative representation that the bidder is a small disadvantaged business concern.

**R-3. Women-Owned Small Business Concern.** By submission of a bid, the bidder represents that the bidder is not a women-owned small business concern, unless the bid itself contains an affirmative representation that the bidder is a women-owned small business concern.

### CERTIFICATIONS.

**C-1. Covenant Against Contingent Fees.** Submission of a bid without statement of exception shall constitute certification.

(a) The contractor warrants that no person or agency has been employed or retained to solicit or obtain a contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Government shall have the right to annul the contract without liability or, in its discretion, to deduct from the contract price or consideration or otherwise recover, the full amount of the contingent fee.

(b) "Bona fide agency" means an established commercial or selling agency, maintained by a contractor for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds itself out as being able to obtain any Government contract or contracts through improper influence.

"Bona fide employee" means a person, employed by a contractor and subject to the contractor's supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds out as being able to obtain any Government contract or contracts through improper influence.

"Contingent fee" means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a Government contract.

"Improper influence" means any influence that induces or tends to induce a Government employee or officer to give consideration or to act regarding a Government contract on any basis other than the merits of the matter.

**C-2. Buy American Certification.** Except as may be listed with the bid itself, the bidder certifies with the submission of a bid that each end product is a domestic end product (as defined in clause 37 "Buy American Act" in Contract Clauses), and that components of unknown origin have been considered to have been mined, produced, or manufactured outside the United States. Any exception listed with the bid itself must list both the excluded end products and the country of origin of each.

**C-3. Clean Air and Water.** Submission of a bid without statement of exception shall constitute certification.

(Applicable if the bid or offer exceeds \$100,000 or the Contracting Officer has determined that orders under an indefinite quantity contract in any year will exceed \$100,000, or a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 7413 (C) (1)) or the Federal Water Pollution Control Act (33 U.S.C. 1319(c)) and is listed by EPA, or is not otherwise exempt.)

(a) Any facility to be utilized in the performance of the proposed contract has not been listed on the Environmental Protection Agency List of Violating Facilities.

(b) The Contracting Officer will be promptly notified, prior to award, of the receipt of any communication from the Director, Office of Federal Activities, Environmental Protection Agency, indicating that any facility which he/she proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities.

(c) Bidder will include substantially this certification, including this paragraph (c), in every nonexempt subcontract.

**C-4. Certificate of Independent Price Determination.** Submission of a bid without statement of exception shall constitute certification.

(a) The offeror certifies that-

(1) The prices in the offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to(i) those prices; (ii) the intention to submit an offer; or (iii) the methods or factors used to calculate the prices offered.

(2) The prices in the offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory-

(1) Is the person in the offeror's organization responsible for determining the prices being offered in the bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a) (1) through (a) (3) of this provision; or

(2)(i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a) (1) through (a) (3) of this provision [insert full name of person(s) in the offeror's organization responsible for determining the prices offered in the bid or proposal, and the title of his or her position in the offeror's organization];

(ii) As an authorized agent, does certify that the principals named in subdivision

(b)(2)(i) of this provision have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision.

(c) If the offeror deletes or modifies subparagraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

**C-5. Certification Regarding Debarment, Suspension, Proposed Debarment, and other Responsibility Matters** (Jan. 1999). By submission of a bid-

(a)(1) The offeror certifies, to the best of its knowledge and belief, that-

(i) The offeror and/or any of its principals-

(A) Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have not, within a 3-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The offeror has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager, plant manager; head of a subsidiary, division or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under the solicitation. However, the certification will be considered in connection with a determination of the offeror's responsibility. Failure of the offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the offeror non-responsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it later determined that the offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from the solicitation for default.

**C-6. Certification of Nonsegregated Facilities** (Jan. 1999). Submission of a bid without statement of exception shall constitute certification.

(a) "Segregated facilities," as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.

(b) By submission of an offer, the offeror certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The offeror agrees that a breach of this certification is a violation of the Equal Opportunity clause in the contract.

(c) The offeror further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will-

(1) Obtain identical certifications from proposed subcontractors before the award of subcontracts under which the subcontractor will be subject to the Equal Opportunity clause;

(2) Retain the certifications in the files; and

(3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods);

### NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATION OF NONSEGREGATED FACILITIES

A certification of Nonsegregated Facilities must be submitted before the award of a subcontract under which the subcontractor will be subject to the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.